Title: **Johnson County Unified School District No. 512 Board of Education and National Education Association of Shawnee Mission, Inc., Kansas National Education Association (KNEA), National Education Association (NEA), (2003)**

K#: **830723**

AGREEMENT

between

THE NATIONAL EDUCATION ASSOCIATION
of
SHAWNEE MISSION, INC.

And

THE BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 512
JOHNSON COUNTY,
STATE OF KANSAS

July 1, 2003 through June 30, 2004

INDEX

A G R E E M E N T

between the

Board of Education

of

Unified School District No. 512,
Johnson County, State of Kansas

and the

National Education Association of Shawnee Mission, Inc.

Articles of Agreement

PREAMBLE

This Agreement is made and entered into on the 18th day of May, 2001, by and between the Board of Education of Unified School District No. 512, Johnson County, State of Kansas and the National Education Association of Shawnee Mission, Inc., 11015 West 75th Terrace, Shawnee Mission, Kansas 66214.

The items described and provided for in this Agreement shall be included by reference in the individual contract of each professional employee except administrative employees, of Unified School District No. 512, Johnson County, State of Kansas, and shall have the same force and effect as though fully stated therein.

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms will have the following meanings:

A. The School District (or District): Unified School District No. 512, Johnson County, State of Kansas, with administrative offices located at 7235 Antioch Road, Shawnee Mission, Kansas 66204.

B. The Board of Education (or Board): The Board of Education of Unified School District No. 512, Johnson County, State of Kansas.

C. The Association: The National Education Association of Shawnee Mission, Inc. with offices located in Shawnee Mission, Kansas, and affiliated with the Kansas National Education Association (K-NEA) and the National Education Association of the United States (NEA).

D. Professional Employee: Any employee of the School District who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position which requires a certificate issued by the State Department of Education. Professional employee includes elementary and secondary classroom teachers; teachers of music, art, physical education, and reading; counselors; librarians; special education teachers; resource teachers; teachers of summer school, homebound, District school, and alternative program teachers. In addition, Professional Employee includes nurses (both degreed and nondegreed), art therapists, music therapists, physical therapists, occupational therapists, speech pathologists, and social workers. Professional employee shall not include administrative employees, substitute teachers, administrative specialists, school psychologists, or educational aides. When used in the singular it shall include the plural.

E. School: Shall mean any attendance facility or other facility operated by the District.

ARTICLE II

MANAGEMENT RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.

B. The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be

limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and laws of the State of Kansas and the Constitution of the United States.

ARTICLE III

RECOGNITION, RIGHTS, AND OBLIGATIONS

A. The Board recognizes the Association as the exclusive and sole representative of all professional employees of the District for purposes of professional negotiations.

B. The Board agrees to provide the Association with information requested by the Association, such as financial data, names and addresses of professional employees, and Board agenda, when such information is relevant and necessary in carrying out Association responsibilities as the exclusive representative of the professional employees. Such information will be provided when the same is not in violation of the law. Should the Association request information in a form which is not readily available, the respective designees will meet and attempt to find a mutually agreeable solution.

C. Duly-authorized representatives of the Association or of the organizations with which the Association is affiliated may be permitted to discuss matters pertaining to Association business with professional employees in their schools during the periods before and after the school day and during the duty-free lunch period. Such visits shall be scheduled with the principal so as to not interfere with nor interrupt normal operation of the educational program.

D. The Association and its representatives may use an area of a school building for meeting purposes during a time when such meetings shall not interfere with nor interrupt normal operation of the educational program. Such use of facilities shall be in accordance with appropriate policies adopted by the Board. The use of school facilities shall be without charge.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association so long as the Association is the exclusive representative of the professional employees and to no other organization purporting to represent professional employees.

F. The parties hereto agree that, in the exercise of their rights, privileges, duties and responsibilities, the provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliation, or membership and participation in professional association activities, except as provided by law.

G. The Board agrees to deduct dues for membership in the Association, which includes membership in the Kansas-NEA and the NEA, from the salaries of the

professional employees who individually and voluntarily file with the Payroll Office, through the office of the Association, a signed and dated Payroll Authorization Deduction Card. Up to twelve (12) deductions per year may be made; the final installment for a school year shall be made in June unless the professional employee arranges for the total obligation to the Association to be completed earlier. Such deduction of dues shall continue from year to year as so authorized, unless the professional employee notifies the Payroll Office in writing that the professional employee desires to discontinue such authorization.

H. On or before August 15 of each year, the Association shall file a statement with the Payroll Office indicating the total annual dues for all categories of membership in the Association and each of its affiliated organizations. The Association shall also file lists containing names of professional employees for whom dues are to be deducted, their social security numbers, schools, total dues to be paid, amount of each monthly deduction, the number of months for which such deductions are to be made, and the date of the first deduction. Such lists may be filed at any time during the school year, but the Payroll Office shall not be required to make new deductions from the payroll for any month if the list is delivered to it later than the fifth of the month. Corrections in the amounts to be withheld, whether necessitated by errors of the Association or of the Payroll Office, may be filed at any time except that "corrections" shall not be deemed to include changes to compensate for uneven quotients resulting from the division of total dues by the number of monthly deductions.

I. The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any professional employee against the Board or the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association.

J. If a professional employee has no earnings due for any month, because of absence due to illness, leave of absence, or for any other reasons, no deduction will be made for the professional employees for that month. The Association will arrange collection of dues for that month directly with the professional employees.

K. The NEA-SM president shall receive extended leave as provided in Article IX. (Extended Leaves of Absence) C. (Association Business Leave) 2.

ARTICLE IV

VIOLATION OF THE AGREEMENT

During the term of the Agreement, neither the Association nor any person acting in its behalf nor any individual professional employee covered by this contract will cause, authorize, or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a professional employee from their assigned position or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the professional employee's duties of employment). The Association agrees not to cause, sponsor or participate in any picketing of any facility under the jurisdiction of the Board of Education.

ARTICLE V

GENERAL EMPLOYMENT PROVISIONS

A. Probationary Period

1. A probationary period of three (3) full consecutive school years of experience in the District is required of all professional employees before they may attain permanent status; provided that a professional employee who previously has completed a statutory probationary period within any school district in this state shall be subject to a probationary period of two (2) full consecutive school years.

2. During the probationary period, the District may demote, terminate, or non-renew a professional employee; provided, however, that the Board will notify the professional employee in writing of substantial reason(s) for demotion, termination, or non-renewal. The professional employee, at his or her option, shall have ten (10) days following the date of such notice to file a written request for a hearing. Such a request shall be filed with the Clerk of the Board of Education. Upon timely receipt of a written request for a hearing, the Board will grant a hearing to be conducted in accordance with generally accepted standards of procedural due process. Procedural due process shall include:

    a. The right of each party to be represented by legal counsel or such other person as a party may select; and

    b. The right of each party to cross-examine any person who provides information for the consideration of the hearing panel except those persons whose testimony is presented by affidavit; and

    c. The right of each party to present witnesses on his or her behalf; or their testimony by affidavit or deposition, and

    d. The right of the professional employee to testify on his or her behalf and give reasons for his or her conduct, and

e. The right of the parties to have an orderly hearing and impartial decision, and neither party shall be bound by the strict rules of evidence, either statutory, common law, or adopted by the rules of court. Except where prohibited by law, the parties may mutually agree to conduct the hearing in closed session.

3. Any hearing held pursuant to this section shall be before a hearing panel composed of one or more Board members who are appointed by the Board. Following the hearing, the hearing panel shall prepare a written report of its findings, conclusions, and recommendations which shall be delivered to the Board of Education. After receiving such report, the Board shall determine whether or not to confirm, rescind, or amend its decision to demote, terminate, or non-renew the professional employee.

4. The hearing and procedures set forth in this section shall not apply to probationary employees who are placed on non-renewal due to reduction in force.

B. Permanent Status

Professional employees whose employment is continued after the completion of a probationary period shall continue in employment during efficient and competent service, and shall not be demoted, terminated, or made subject to non-renewal except as provided in Section G of Article V, "Termination of Contract".

C. Placement of Professional Employees New to the District

The initial placement of a professional employee to a school or District department will be determined by the needs of the District and the qualifications and experience of the professional employee.

D. Posting of Vacancies

1. A position is considered vacant on the effective date of a resignation or when an extended leave has been approved for the employee currently filling the position.

2. Vacant positions will be posted on the district web site and the human resource department bulletin board. The posting shall list all known vacant teaching positions and administrative or supervisory positions, which occur. “All known vacant teaching positions” shall mean all positions .5 or more or whose aggregate parts in various buildings total .5 or more. Supplemental pay positions unfilled within the school after October 1 shall be posted. The Vacancy List shall be maintained with appropriate additions, deletions, and revisions.

3. Positions vacated by professional employees during first semester will be posted and filled by the end of the semester or 30 days from the date of the

vacancy (whichever is later) if there is a qualified applicant, in the sole judgment of the administration. Positions that become vacant after the end of the first semester will be filled at the discretion of the district.

4. Professional employees who desire to apply for a vacancy shall file their application in writing with the Division of Human Resource Services. Five (5) school days from date of posting shall be granted to apply for listed positions. The closing date for application will be stated on the vacancy list.

5. When a professional employee resigns his or her position during the contract year without notice to the District, the five-day posting period is waived, subject to the following:

   a. The position must remain open for two (2) school days, and

   b. Each professional employee who has requested a transfer to a position in the teaching area where the vacancy exists will be notified by telephone whenever possible.

6. The requirements of Article V, Section D, paragraphs 2 and 3 shall be waived from August 1 through September 10.

E. Summer School Employment

1. Subject to special requirements of the summer school program (such as inservice training for new personnel), position openings shall be filled on the basis of competence and experience. Preference shall be given, as feasible, to applicants from the regularly-appointed teaching staff; but this shall not preclude the Board from employing outside personnel who, through special qualification, would enrich the program.

2. Professional employees shall apply by March 15 and will be informed of their positions as soon as enrollment warrants.

3. Applicants from summer school positions may contact the Division of Human Resource Services after May 15 and receive information about the possibilities of their being assigned to a position that summer.

4. In each case, payment shall be computed on an hourly basis, for an appropriate number of hours and weeks. Such payment will be on a bi-weekly basis.

F. Outside of School Employment

Professional employees shall not be excused during their regularly-assigned schedule to do outside work. The Board shall not place limitations upon the type and amount of outside employment in which professional employees engage unless an adverse effect on classroom performance can be demonstrated.

G. Termination of Contract

1. A contract may always be modified, terminated, or non-renewed by mutual agreement between the professional employee and the District. Additionally, the Board reserves the right to demote, terminate, or non-renew for just cause.

2. Permanent status professional employees may appeal a Board of Education decision to non-renew or terminate in accordance with the provisions of K.S.A. 72-5436, et seq., or amendments thereto. As an alternative to K.S.A. 72-5436, et seq., or amendments thereto, a permanent status professional employee may elect to appeal the Board's decision under all of the terms and conditions of Article VII (Grievance Procedure) except that the grievance shall commence at Level Three.

3. The District reserves the right to terminate or non-renew professional employees because of a decrease in the number of pupils or for any other causes over which it has no control. In such a case, the selection of professional employees for termination or non-renewal shall be made in a non-arbitrary manner.

4. The Board may order a physical or mental examination for a permanent status professional employee prior to dismissal on the basis of physical or mental disability, the expense to be borne by the District. The professional employees may have his/her own examination; and in the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.

H. Resignations

1. All resignations of professional employees shall be made in writing to the Office of Human Resource Services and shall indicate an effective date.

2. The District will accept resignations for the succeeding school year without restriction if tendered on or before May 15. All contracts shall be binding on the teacher until the teacher has been legally discharged from his or her teaching contract. Resignations tendered after May 15 will be accepted subject to payment of liquidated damages in the sum of $1,000 to the District. Such sum may be paid personally or by payroll deduction where possible. Unless waived by the Board of Education, no resignations will be accepted after May 15 unless this condition has been met.

I. Retirement

1. Retirement for professional employees may take place on the first day of July next following attainment of age sixty-five (65), or on the first day of July in any year thereafter. Earlier retirement may be taken in accordance with Kansas law as is in such cases made and provided.

2. Retiring employees should give three (3) months prior written notice of retirement to the Division of Human Resource Services.

3. Professional employees shall be subject to the requirements of the Kansas Public Employees Retirement System, Social Security, and the laws relative thereto, and such employees are charged with the responsibility of becoming familiar with the laws, rules and regulations pertinent thereto.

J. Complaints

The parties agree that complaints are likely to arise from time to time with reference to professional employees and, in order to resolve such complaints, the following criteria shall apply:

1. After appropriate investigation, the administrator shall decide whether the complaint merits further attention. If the complaint is without merit, no record shall be kept.

2. Where it is appropriate to do so, the complaint will be presented to the professional employee for resolution. Promptness in resolving the complaint is important and the professional employee and the administrator shall do their best to keep the other informed of progress toward resolution. The professional employee shall have an opportunity to answer the complaint and such response may be communicated to the complainant.

3. No complaint and/or related documents will be placed in the professional employee's file unless it has been presented to the employee within 90 days of receipt of the complaint.

4. An anonymous communication may be used as the basis for an investigation but no anonymous communication from a parent, student or other person shall be placed in a professional employee's file folder.

K. Discipline

1. Professional employees are expected to comply with the rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

2. Professional employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.

3. Disciplinary actions will be commensurate with the infraction. Evaluation will not be used as a disciplinary tool.

4. Disciplinary action may include:

   a. A verbal reprimand;
   b. A written reprimand;
   c. Suspension with pay;
   d. Suspension without pay;
   e. Non-renewal or termination.

5. The above disciplinary actions are non-grievable except for non-renewal, termination, or suspension. Suspensions with or without pay must have the authorization of the Deputy Superintendent for Operations. Where circumstances permit, the Deputy Superintendent for Operations will allow the employee an opportunity to be heard prior to taking action on such suspensions. The employee may bring a personal representative to such a meeting.

6. The Administration will provide orientation on the disciplinary procedure.

7. Records of disciplinary action will be maintained for a minimum of three years. Subsequent to the three-year period, the disciplinary materials may be removed if both parties agree.

L. Personnel Evaluation

1. In order to insure a high quality of performance on the part of the professional employees of the school district, a continuous program of evaluation shall be established and its purpose be:

   a. To improve the performance of individual staff members and to improve the instructional program of the school district,

   b. To assist in the implementation of District and state educational goals,

   c. To assist the professional employee in developing specific goals for implementing their contractual assignments,

d. To build community confidence in the quality of Shawnee Mission Schools,

e. To identify professional employees who may qualify for positions of greater responsibility in the District,

f. To provide a basis for administrative recommendation and Board decisions in determining a professional employee's competency with regard to renewal or non-renewal of contract.

2. General Provisions

a. Every professional employee in the first two (2) consecutive years of employment shall be evaluated at least two (2) times per year; every professional employee during the third and fourth years of employment shall be evaluated at least one (1) time each year; and after the fourth year of employment every professional employee shall be evaluated at least once in every three (3) years (regular cycle evaluation).

b. Individuals who complete the probationary period at the end of two years as described in Article V.A.1 will move to regular cycle evaluation.

c. Extra-Duty Assignments. The extra-duty assignment(s) of each professional employee shall be evaluated separately from the evaluation of an employee's classroom teaching performance (primary contract).

d. Transfers. A professional employee shall not be evaluated solely due to a transfer.

e. Primary Evaluator. Employees assigned to one building will be evaluated by the principal or his/her designee. Professional employees with multiple building assignments will appear on the established evaluation program only at their base school (where they receive their paycheck). It will be the responsibility of the building principal at the base school to initiate and complete the evaluation process. In some instances, directors may be assigned as the primary evaluator for professional employees assigned to multiple buildings.

f. All newly hired professional employees will be evaluated for four consecutive years. If the evaluation is successfully completed, then such professional employees will be placed on the regular evaluation cycle. There is an exception for employees who have previously completed a probationary period in this School District and have been evaluated for four consecutive years. Such teachers will be evaluated like any other continuing teacher who is on evaluation.

g. Employees hired prior to and within the first 20 days of a school year will be evaluated as if they were in their first year of employment. Employees hired between the twenty-first day and the end of the first semester may be scheduled for formal evaluation during the second semester. Employees hired after the first semester may not be scheduled for formal evaluation until the following year.

h. A professional employee shall not be non-renewed on the basis of incompetence unless an evaluation of such person has been made prior to notice of non-renewal of the contract and unless such competency evaluation is in substantial compliance with these procedures and law.

3. Procedure.

The following evaluation procedures shall apply to all professional employees:

a. Notification.

The list of evaluatees will be provided to the building principal by the Office of Human Resource Services in accordance with the law and this agreement. Continuing professional employees will be notified in the spring prior to their evaluation year.

b. Self-Evaluation.

This step includes completion of the Competency Form by the employee and Parent Survey (all levels) and Student Survey (middle and high school). Surveys are to be returned to the employee who is the sole determiner of whether the survey results are shared and with whom they are shared. Parent and student surveys may not be required for certain job descriptions as determined by the administration.

c. Observations.

A minimum of two (2) formal classroom observations per school year are required for both probationary and permanent status employees. Formal observations are at least 30 minutes in length and require a script tape, a follow-up conference, and completion of Summary of Conference form (to be completed after the conference).

d. Competency Form.

The primary evaluator and employee will jointly complete the official Employee Competency Form based upon a formal observation and the employee's self-assessment. When marking the Employee

Competency Form, both the professional employee and evaluator will initial and date each competency.

e. Areas of Emphasis.

The evaluator and employee shall make a good faith effort to jointly develop Areas of Emphasis using the completed Employee Competency Form. If the evaluator and the professional employee are unable to agree on the Areas of Emphasis, then the evaluator may assign Areas of Emphasis.

f. Mid-Year and Final Evaluation Reports Completed.

The evaluator will complete the mid-year and final evaluation reports in a timely fashion. For the purpose of compliance with the law, an evaluation has occurred when the following are assessed and summarized in an evaluation report; i) self-assessment; ii) areas of emphasis; iii) competency forms; and iv) summary of conference.

g. In completing the evaluation, the personnel charged with evaluation shall give consideration to the following personal qualities and attributes: efficiencies, personal qualities, professional deportment, ability, health (both physical and mental), results and performance, including in the case of professional employees the capacity to maintain control of students, and such other matters as may be deemed material. In addition, community attitude toward, support for, and expectations with regard to educational programs will be reflected.

h. The written document evidencing the evaluation shall be presented to the professional employee, and the professional employee shall acknowledge such presentation by the professional employee's signature thereon. Upon request, a true copy of the written document will be delivered to the professional employee. The signing of the evaluation document by the professional employee shall constitute only the acknowledgment of its presentation to the professional employee and the professional employee's signature does not necessarily imply approval.

i. Evaluated personnel will have the right to discuss the written appraisal with their evaluator and the right to reply to or to supplement any part of such report. At any time, not later than two (2) weeks after such presentation, the professional employee may respond thereto in writing. Such written answer shall be affixed to the report before it is submitted to the Office of Human Resource Services or filed. Evaluations, documents, and responses thereto are to be maintained in a personnel file for each professional employee for a period not less than three years from the date each evaluation is made.

j. In the event a professional employee is rated as less than satisfactory in any formal evaluation, the professional employee and the evaluator shall work together to attempt to raise the professional employee's level of performance before the next formal appraisal.

k. Out-of-Cycle Evaluation

Out-of-cycle evaluation means to evaluate a professional employee during a year in which evaluation is not prescribed by K.S.A. 72-9003. The impetus for this administrative action is a serious concern about job performance.

The evaluation process is initiated by providing written notification to the professional employee of the evaluator's intent to evaluate on an out-of-cycle basis and the reasons as documented on the teacher competency form. The primary evaluator shall develop an improvement plan which includes performance objectives, plans of action, and how completion of objectives will be determined.

l. Intensive Assistance.

The Intensive Assistance program includes additional human resource help in order to achieve a satisfactory level in areas of concern as related to performance competencies.

Determination to place a professional employee on Intensive Assistance shall be made by the primary evaluator who will document that the evaluatee's performance does not meet the criteria and will so mark the teacher competency form. This determination will be made after fair and reasonable observation of the professional employee's performance and after consulting with the Department of Human Resources.

The professional employee will be notified of his/her placement in the intensive assistance program and the rationale for placement in a conference with the evaluator. The reasons for placement on intensive assistance will be provided in writing. The evaluator will identify the deficiency and develop an improvement plan complete with timelines. The evaluatee will be allowed to give input to the plan.

The written prescription for improvement may include the following types of assistance:

i. Inter/intra-school classroom visitations and/or observations by the evaluatee.

ii. Demonstration lessons taught by evaluator, other teachers, and/or curriculum specialists.

iii. Observation, assistance, and/or materials provided by curriculum specialists.

iv. Video-taping when agreed upon by the evaluatee.

v. In-service participation.

vi. Other assistance.

4. Alternative Evaluation – Action Research

The purpose of this program is to encourage professional employees to engage in action research projects that benefit teaching and learning. Guidelines and requirements for the program will be jointly reviewed between the district and NEA-SM.

Eligible participants will have completed nine (9) years in the district and will be in good standing with "meets criteria" in their last evaluation. The action research project will be in lieu of the regular evaluation procedure found in Article V. L. 3. of the negotiated agreement. A bonus of $1,500 will be paid at the conclusion of the research project. Such a bonus is contingent upon the completion of the research and a report, but is not contingent on success in the research findings. The project must be approved by the teacher's building principal and the Professional Development Council.

The number of participants in this program will be determined by the administration on an annual basis depending on available funding. The maximum participants will not exceed 40 per year.

5. Personnel Evaluation Folders

a. All information used in evaluation shall be kept in a confidential personnel file maintained in each school. This folder will include all material helpful in working with the professional employee as well as any information which might be used in consideration of placement or termination of contract. It shall be available for inspection by the professional employee.

b. The folder will follow the professional employee when the professional employee transfers. The evaluator will send the folder in a sealed envelope to the personal attention of the receiving evaluator.

c. Folders of professional employees who leave the system will be forwarded to the Division of Human Resource Services.

d. Evaluation documents and responses thereto shall be available to only those persons designated in K.S.A. 72-9005, as amended from time to time.

6. Personnel Office Folders

a. All material obtained during the period of employment which is placed in the professional employee's permanent personnel file and which may be used to determine the professional employee's continued employment or advancement in the school system, shall be available for inspection by the professional employee except that information received by the Administration prior to employment, which shall include confidential references or evaluations obtained from sources outside the school system, shall be exempted from the inspection. However, the professional employee shall be provided a list of such items upon request.

b. The employee shall have the right to respond, in writing, to any material filed subsequent to employment; and the response shall be affixed to the material and placed with it in the professional employee's file. All evaluation documents which are made in writing and the responses thereto will be maintained for a minimum of three (3) years. Subsequent to the three (3) year period, the evaluation materials and attached responses may be removed if both parties agree.

c. No information used in evaluation, termination of contract, or transfer shall be maintained except in the personnel file in the principal's office and the Division of Human Resource Services.

d. A professional employee may have any evidence of competence, professionalism, or outstanding performance or service the professional employee chooses placed in their personnel folders in the school and at the Division of Human Resource Services.

M. Monitoring and Recording

1. Recorders or other types of monitoring devices may be used by students and classroom visitors only with the prior knowledge and permission of the professional employee.

2. The school intercom system is to be used primarily for two-way communication and general announcements. Without limiting the Administrator's authority to utilize the intercom system, the intercom shall not be used as an evaluation technique for observing classroom activities.

N. Political Activities

1. All professional employees shall enjoy the rights and privileges of any free citizen in matters of a political nature. The only restrictions imposed upon professional employees by the Board of Education are as follows:

a. No professional employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any candidate for public office.

b. No professional employee shall use in any way the classrooms, schools, or pupils for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

c. No professional employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

d. All professional employees have the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. All professional employees, upon presenting evidence of having been elected to public office, shall be granted a leave of absence without regular salary to serve in such office.

O. Reduction in Force

The Board reserves the right to non-renew professional employees because of a decrease in the number of pupils or for any other causes over which it has no control.

The Board will use normal attrition of staff (i.e., resignation, retirement, leaves of absence) as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. [In such a case, the selection of professional employees for non-renewal shall be made in a non-arbitrary manner.]

The Superintendent will review all relevant facts and circumstances and will recommend appropriate actions to the Board of Education. Any reduction of professional staff will occur on a District-wide basis.

As used in this article, the following terms will have the following meanings:

a. "Days" shall mean calendar days;

b. "Part-time professional employee" shall mean a professional employee who is assigned less than a full school day or fewer than five (5) full school days per week;

c. "Seniority" shall mean the period of most recent continuous and uninterrupted professional employment with the District, as determined from the effective date of employment; provided, however, an approved leave of absence (including non-renewal due to RIF) shall not be construed as an interruption of continuous employment;

d. "Subject area or areas" shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.;

e. "Level" shall mean elementary (K-6), or secondary (7-12);

f. "RIF Affected Listing" shall mean a preliminary listing of employees who are unassigned personnel; and

g. "RIF Listing" shall mean the listing of employees who are placed on the recall list.

h. “Workdays” for the purpose of this section shall mean days that the district office is open for business.

2. Procedure

a. By February 1 of each year, each employee will be assigned a rank as determined by his/her district seniority date.:

b. By March 1 of each year, each employee will be assigned to a subject matter area, level, etc.

c. Whenever the Superintendent of Schools determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all professional employees of the District will be advised of the reasons for the reduction of professional staff.

d. Building principals will then be given notice of staffing ratio.

e. Building principals will staff building in descending order of rank within building. (Master schedules).

f. Principals will notify the Division of Human Resources, district office, which professional employees are RIF Affected.

g. Division of Human Resources will notify RIF Affected individuals.

h. RIF Affected individuals will be given the opportunity to replace least ranked teachers in their assigned area. If none, they can replace the first professional employee with a lesser ranking in any area of certification they hold. (Purpose is to allow those employees who have more seniority to displace those with the least seniority.)

i. Those names remaining on the RIF Affected List will then be placed on the RIF List by the Office of Personnel Services. Such list will be forwarded to the superintendent for recommendation to the Board. Individuals on the RIF List will be notified by the Board in accordance with K.S.A. 72-5411 et. seq.

j. In no case will a probationary employee be retained over a non-probationary employee with appropriate certification.

3. The Board and Association will establish a RIF monitoring committee consisting of 4 members each. The purpose of the committee is to oversee the implementation of the RIF procedures. The committee will be paid at the negotiated hourly rate. Meetings will be during the contract day or other mutually agreed upon time.

4. Recall Procedure

a. A professional employee who has been non-renewed due to RIF shall be offered re-employment with the School District for a period of two (2) years following the date he/she was non-renewed due to RIF in the inverse order of lay-off as determined by the ranking system. Such re-employment shall be offered when a vacancy occurs for which he/she is certified. Any professional employee who is non-renewed due to RIF shall be given preference for substitute teaching positions with the School District.

b. A professional employee will be notified of recall by phone at the professional employee's phone number on file with the district. It shall be the responsibility of the professional employee to ensure that the School District has a record of his or her current telephone number(s). The School District will simultaneously notify the NEA of the professional employee subject to recall. The professional employee will have 72 hours (3 working days) to accept or reject the offer of re-employment. Upon acceptance or rejection of the re-employment offer, the district will send the professional employee a confirmation letter. A professional employee must report as directed within fourteen (14) days after the acceptance of re-employment.

c. If a professional employee rejects re-employment or fails to report as directed within fourteen (14) days after receiving the offer of recall, such action or failure to act by the professional employee shall be construed as a resignation. Acceptance of an employment contract with another school district will result in the employee being taken off the recall list.

d. No person new to the District shall be employed to fill a vacancy if there is a professional employee on involuntary leave of absence who is qualified and certified to fill that position on the recall list.

e. Credit on the salary schedule shall not accrue for the period of time the employee is on the recall list. If re-employed by the School District, he/she shall be entitled to placement on the salary schedule according to his or her experience and training. Upon re-employment, a professional employee shall be entitled to all previous accumulated

leave and other benefits accrued during his/her period of employment with the School District prior to lay-off.

5. Miscellaneous

   a. No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.

   b. No professional employee on the recall list will be entitled to receive compensation from the School District, except for the performance of specific employment duties.

   c. Nothing in this policy shall require the promotion of a professional employee to a position of higher rank, authority or compensation, even though the professional employee may be qualified and certified for the promotion position.

P. Mentoring

Mentors will be volunteers approved by building administrators in accordance with guidelines set by the state. To the extent that approved volunteer mentors are available, the district will provide a mentor for every teacher new to the profession who requests one. Mentor stipends will be paid according to the rate set on an annual basis by the Kansas State Department of Education.

ARTICLE VI

PROFESSIONAL GROWTH

The District requirements for periodic academic study shall be the same as the requirements established by the State of Kansas for renewal of professional employee certification.

ARTICLE VII

GRIEVANCE PROCEDURE

Grievance Procedure

1. Terms and Conditions

   a. A "grievance" by a professional employee is a claim that there has occurred a violation of the professional employee's contract, including this Agreement. A "grievance" by the Association is a claim that its specific rights, as provided under this Agreement have been violated.

   b. "Days" shall be days when school is in session except that when a grievance is filed on or after May 15, "days" shall refer to Monday through Friday, excepting legal holidays.

   c. "Superintendent" shall mean the Superintendent or his or her designee.

   d. Notwithstanding any provision of the Agreement to the contrary, the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

      (1) The termination, non-renewal, or demotion of probationary professional employee's contract; and the retirement of a professional employee;

      (2) The termination, non-renewal, or demotion of a permanent status professional employee's contract; if such professional employee files a notice requesting a hearing under K.S.A. 72-5438 (or a

successor statute) within the time required; any such grievance previously filed shall not be further processed;

(3) Supplemental contracts and any matters related thereto; provided, however, violations of Article V, L, 2(c) or Article XII, D, 6, may be grieved;

(4) Under Article V, Section L, hereof, the content of any evaluation document or appraisal report, including opinions or judgments of the evaluator contained therein. Failure to agree on an Area of Emphasis is likewise non-grievable;

(5) Academic freedom under Article XII, Section F, hereof;

(6) Nothing contained herein shall deny to any professional employee his or her rights under Federal or State constitutions and laws; and no professional employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal regulatory commission or agency.

2. Purpose

Free, easy, and effective communication between professional employees and the administrative staff is a mutually important objective. The purpose of this procedure is to secure, in good faith, equitable solutions to the problems which may from time to time arise and which affect the terms and conditions of the professional employee's professional service. Good morale is maintained, when problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.

3. General Provisions

a. A grievance may be filed by an individual professional employee on his/her own behalf or by the Association on its behalf when it believes that its rights under this Agreement have been abridged.

b. No grievance shall be recognized unless it shall have been filed at the appropriate level within ten (10) days after the occurrence of the event which is the subject of the grievance.

c. At any level of the grievance procedure, a professional employee may appear without representation, or may be represented by the Association or by a representative of the professional employee's choice who may, at the professional employee's request, act on behalf of the professional employee, except the actual filing of the grievance. The decision to drop a grievance at any level will be made by the professional employee.

d. In the absence of a written reply to the grievance by an administrator within a five (5) day period after the conference, the grievance is considered to be denied and the professional employee may submit the grievance in writing to the next level.

e. Grievances filed after May 15 shall, whenever possible, be resolved within ten (10) days of the close of the school term, but the professional employee shall be guaranteed the opportunity to have the grievance processed at every level provided in this policy.

f. The inclusion of time limits is for the purpose of insuring prompt action. In circumstances where the professional employee does not pursue the next step of the procedure within the time period specified, unless there is a mutually agreed written extension of time limits, the grievance shall be deemed to be settled and no further action by the administrative staff shall be required; any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Board's answer at the previous step.

g. The filing of a grievance will not reflect unfavorably against any professional employee, but it will be interpreted as an effort to improve relationships in, and operation of Unified School District No. 512.

h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

i. It is understood that the grievant shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable contract provisions.

j. All grievances filed in writing shall:

(1) Be signed by the grievant;

(2) Be specific;

(3) Contain a synopsis of all facts giving rise to the grievance;

(4) Cite the article, section, and page number of the Agreement which has been allegedly violated;

(5) Contain the date of the alleged violation;

(6) Specify the relief requested;

(7) Contain a statement indicating how the alleged facts, as applied to the Agreement, result in the alleged violations; and

(8) Be filed on a form provided by the District.

If the grievance is not filed substantially in accordance with the above requirements, the Board reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

k. At any level of the grievance procedure, the Board or its representative may challenge whether a claim asserted is grievable under this Article.

l. Nothing in this Article shall preclude a professional employee from discussing a grievance with his or her principal or immediate supervisor in an effort to informally resolve a grievance.

m. In a situation where multiple grievances are timely filed over the same facts and issues, or if more than one individual teacher has signed the same grievance form regarding the same facts and issues, then the District will consolidate the matters at any level where it is practical to do so. In such a situation, the Association becomes the spokesperson for the multiple grievants.

4. Procedure

LEVEL ONE

A professional employee shall, within ten (10) days after the occurrence of the event which is the subject of the grievance, file the written grievance with his or her principal or immediate supervisor, whichever has the authority to deal most effectively with the grievance. The principal or immediate supervisor shall confer with the grievant in an effort to resolve the grievance; and, within five (5) days after the conference, may submit a decision in writing to the grievant.

LEVEL TWO

In the event the professional employee is not satisfied with the disposition of the grievance at Level One, the professional employee shall submit the written grievance within five (5) days thereafter to the Superintendent of Schools. The superintendent will arrange for a meeting with the grievant to take place within ten (10) days of receipt of the grievance. The Superintendent shall have ten (10) days following such meeting in which to provide a written decision to the grievant.

LEVEL THREE

The Grievant shall have a right of arbitration (in the manner hereafter described) for any grievance which arises under the terms of this Agreement and which is not resolved or dropped at a prior level. The arbitration procedure shall be as follows:

a. Subject to the terms of the contract, the grievance may be admitted to final and binding arbitration.

b. Unless otherwise agreed, the arbitrator shall be selected by mutual agreement of the parties from among the membership of The National Academy of Arbitrators.

c. Any party entitled to arbitration under the Agreement must deliver notice to the Superintendent within fifteen (15) days from the date a decision is issued at Level Two or within fifteen (15) days after notice of non-renewal or termination by the Board of Education. That notice shall contain a statement specifying the particular issue to be arbitrated and the specific remedy requested. Such statement shall be in sufficient detail so that the defending party can determine the issue involved and the exact extent of liability involved, and arbitration thereof shall be confined to the issue and a remedy set forth in said written statement. Should a question arise as to whether or not the written statement is sufficiently specific, the defending party may apply to the arbitrator for a ruling as to the sufficiency of the written statement in advance of hearing on the merits of the case. Neither party shall raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.

d. The notice shall be given to the Superintendent of Schools. The notice shall also contain a proposed list of ten (10) eligible arbitrators. The responding party shall provide a similar list within ten (10) days after receipt of the notice. Unless mutually agreed otherwise in writing, the parties will, within the next fifteen (15) days arrange for a meeting or telephone conference whereby each party will alternately strike names from the lists until an arbitrator is thereby selected. If the arbitrator so selected has insufficient time to complete a hearing within the next forty-five (45) days, then either party shall have the right to

declare that arbitrator ineligible and a new arbitrator shall be selected from the same list using the same process as described above. This process shall continue until an arbitrator is selected who can hear the case within a forty-five (45) day span from the date selected, or unless otherwise mutually agreed by the parties.

e. Only one grievance shall be heard by any particular arbitrator unless there are multiple grievances involving the same facts and issues or unless otherwise agreed in writing by the parties. Grievances of similar nature may not be heard by the same arbitrator except on the express written mutual consent of the parties.

f. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend, or subtract from the terms of this Agreement or the individual professional employee contract. He shall not make any new agreement or agreements between any of the parties thereto or, in the absence of unlawful discrimination, interfere with the exercise of managerial discretion and prerogatives. The arbitrator shall not hear grievances barred from the scope of the grievance procedure nor shall he question the reasonableness of Board policy nor annual assignments of extra duties for extra pay. If any grievance award shall include back pay, the award shall not extend to a date prior to the date of occurrence of the grievance. A grievance award shall not include punitive damages.

g. The Arbitrator shall have no power to decide any question which, under the Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be specifically conditioned by this Agreement.

h. In the event that a grievance is submitted to an arbitrator on a matter over which he or she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

i. In any arbitration under this Article, rules and procedures not herein otherwise specified shall be determined by the arbitrator in advance of the hearing and after consultation with the parties.

j. Each party shall bear the expense of its witnesses produced and other expenses incurred in presenting its case. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. Any stenographic record and any transcripts thereof shall be paid for by the party ordering the same.

k. The decision of the arbitrator shall be given in writing to all parties within thirty (30) calendar days after the matter is finally submitted to the arbitrator. There shall be no appeal to any court, labor board, or other official body from the arbitrator's decision if such decision is

within the scope of the arbitrator's authority as set forth above. The decision shall be final and binding on the Board, the Association, and all professional employees of the District.

l. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

m. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. Absence from Official Duties

Provision has been made by the Board of Education for absence from duty of professional employees as follows:

Temporary Leave
- Sick Leave
- Emergency Leave
- Bereavement Leave
- Personal Leave
- Association Leave
- Professional Leave
- Judicial Leave
- Other Approved Leave

B. Report of Absence

It is the responsibility of professional employees to report all absences to the Shawnee Mission Attendance Management System. In cases in which a professional employee is absent one-half day only, one-half day's leave will be charged. There will be no hourly deduction.

Professional Leave Days are approved, processed and recorded by the Manager of Human Resource Services. Absences, other than Professional Leave Days, not requiring a substitute must still be reported to the system and will be charged to the employee's temporary leave.

C. General Provisions

1. Temporary Leave will be divided into two (2) categories; accumulative and non-accumulative.

2. It shall be understood that non-accumulative temporary leave shall not be deducted from accumulative leave unless otherwise stated.

3. Holidays occurring within the period that a professional employee is absent shall not be charged against Temporary Leave.

4. Professional employees who call in the morning for a substitute for the day, or who leave during the day and request a substitute for the remainder of the day, may not be permitted to resume their duties until the following school day. Professional employees may request a substitute for the morning only by making arrangements with the principal prior to the day of absence. Professional employees who leave during the school day due to illness will be charged only one-half day of sick leave if they have been on duty at least two hours. The request for the substitute must be made prior to 11:30 a.m.

5. A professional employee absent for any period of time because of accident or injury, or for a period of more than one week due to illness, may be required to present to the principal a written statement from their physician stating that the professional employee is physically and mentally able to return to duty.

6. This statement is to be presented in person before the professional employee returns to duty in order that the present stage of convalescence can be observed and discussed.

7. The Superintendent of Schools, upon recommendation of the school principal, may postpone the return to duty if the Superintendent should conclude that the professional employee is physically or mentally unable to perform assigned duties or if the professional employee's condition is such that there would be hazard of further injury.

8. Professional employees absent due to illness, physical incapacity, or mental incapacity may be required to submit periodically, with the Division of Human Resource Services, a physician's statement setting forth the nature of the illness or incapacity and the projected day of possible return.

D. Application for Temporary Leave

1. Each professional employee is required to make written application to their building principal/administrator for Temporary Leave of Absence, except Sick Leave. Applications for Personal Leave, Professional Leave, and Judicial Leave shall be made in advance for each period of absence.

2. Requests for leave shall be made on the District form. These requests for leave may be approved/disapproved by the school principal/administrator. Such requests appropriately filed shall be processed and responded to within five (5) working days after receipt by the building principal/administrator.

3. Requests for Temporary Leave with salary deduction for reasons of personal convenience, interviewing for other positions, or for vacation trips will be presented to the building principal/administrator for approval or disapproval.

4. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Division of Human Resource Services within five (5) days of the notification of the principal's/administrator's decision.

E. Accumulative Temporary Leave

Full-time professional employees are allowed ten (10) full working days per year, with full pay, as current Temporary Leave; these days will be added to the professional employee's temporary leave bank on the day the employee actually reports for duty. Professional employees with an extended contract totaling two-hundred (200) or more working days will be entitled to one additional day of Temporary Leave. These days will be prorated, one (1) day per month, if the professional employee does not complete the full term of his/her contract on active status.

1. Payment for Unused Current Temporary Leave

A professional employee shall be eligible to receive $50.00 per day credit for each unused day of current Temporary Leave if:

a. The professional employee has used less than ten (10) days of current Temporary Leave as of June 30 of the contract year; and,

b. By May 1 of the contract year in which application for such credit is made, the professional employee has at least fifty (50) days of accumulated Temporary Leave, counting unused current Temporary Leave and Temporary Leave accumulated prior to that contract year; and,

c. On or before May 1 of that current school year the eligible professional employee applies on a form approved by the District to receive payment for unused current Temporary Leave credited to his/her account that year. Payment shall be issued by the District within sixty (60) days of the end of the school year.

Temporary Leave used by a professional employee during a contract year shall first be deducted from current Temporary Leave (until such leave is exhausted) and then from previously accumulated leave, if any. In no event shall a professional employee in any contract year receive credit for more than ten (10) days of unused current Temporary Leave or $500.00.

Those employees employed less than full time will receive an amount in proportion to their contract.

An eligible professional employee shall not accumulate Temporary Leave for any leave day for which he/she has been paid a credit.

An eligible professional employee who fails to make application for unused Temporary Leave credits as provided herein shall thereafter forfeit all rights to claim payment for such credits. A professional employee may accumulate any unused Temporary Leave for which the professional employee has not been paid a credit.

No payment shall be made to a professional employee for accumulated Temporary Leave other than as provided in this Article.

2. Sick Leave

a. Sick leave shall be granted for the following reasons:

(1) personal illness

(2) personal injury other than that injury covered by current Article VIII, Section F, paragraph 4

(3) illness of dependent child

(4) quarantine laws of the State of Kansas.

(5) illness or serious injury of professional employee's spouse, non-dependent children, or parents. Up to five consecutive days of sick leave taken for this reason will be granted without a written request. Up to an additional five consecutive days will be granted upon submission of a request and approval by the Human Resources Department. Up to an additional ten (10) consecutive days (for a total of twenty (20) consecutive days) will be granted by the Department of Human Resources upon an

application of the professional employee which demonstrates extraordinary circumstances.

(6) the adoption of a child when the professional employee believes such leave is necessary. In such a circumstance, the leave must occur immediately following the actual date of initial custody. In the event that both parents are professional employees of the District, then they must elect which one shall take the leave.

b. Professional employees shall be allowed to accumulate to their credit any unused portion of their Sick Leave, with no limits.

c. Professional employees' cumulative leave shall be credited with any unused portion of their current Sick Leave as of June 30 of each year, each professional employee shall, upon request receive notice of the amount of accumulated Sick Leave annually.

d. After the total of Temporary Leave is used, pay for absences not covered by accumulated time shall be deductible at the daily rate of pay as computed in accord with the terms of the contract of the individual professional employee.

e. Professional employees employed on a part-time basis shall be entitled to all temporary leaves of absences specified in this Article; provided, however, these days shall be in accordance with their prorated contractual time and compensation. For the purpose of this paragraph only, a temporary leave day shall be that portion of the day worked by the part-time professional employee.

3. Board of Education's Sick Leave Assistance Bank

The use of the Sick Leave Assistance Bank is for the professional employee only. In an instance of prolonged illness or personal injury (other than that covered by Article VIII, Section F, paragraph 4), a professional employee or anyone acting on the employee's behalf, may make application to the Board of Education to borrow a sum of days equal to those days accrued by the employee (not to exceed twenty (20) days) immediately prior to the current illness or injury. The Board, in its sole discretion, will consider the request, and if approved:

a. Said employee may borrow a designated number of days, to be fixed by the Board and not exceeding an amount equal to those accrued days which were in existence immediately prior to the current illness or injury.

b. Upon return to full-time service, the employee must repay the Board for the borrowed days at a rate not less than three (3) days per year thereafter. If an employee resigns or is terminated at anytime after return to service, the employee shall reimburse the Board for un-

repaid days which were borrowed at the daily rate for substitutes which was being paid by the Board at the time of illness or injury, and the Board may withhold final payment to any such employee as an offset to the amount due the District. Conversely, if the nature of the illness or injury is such that the employee is unable to return to work, then no repayment will be required.

c. It is understood by the parties that the Board will not grant under any circumstances an aggregate number of days in excess of 300 in any school year, nor will any individual employee be given more than twenty (20) days.

d. It is understood by the parties that this section is intended to be applicable to extraordinary circumstances, and any such application may be summarily denied, and the decision of the Board shall be final and not grievable.

e. In considering and/or granting such a request, the Board may require any documentation or other proof that it shall deem necessary under the circumstances.

4. Personal Leave

Professional employees are allowed three (3) days per year as current Personal Leave. Such employees shall be allowed to accumulate to their credit any unused portion of such leave at the rate of one (1) day per year to a maximum of four (4) days. All Personal Leave days shall be chargeable to Temporary Leave. Personal leave is subject to the following provisions:

a. Personal Leave must be requested in writing at least one (1) week in advance and may be disapproved if the administration concludes that the leave would cause undue disruption of the educational process, i.e., a significant number of teachers requesting the same date for leave purposes.

b. Personal Leave, except for appearance in a court of law as a litigant when sincere but unsuccessful efforts have been made to reschedule an appearance, is not available under the following conditions:

(1) the orientation period as defined by the Board of Education,

(2) the first five official days of the school year as recognized by the State Department of Education,

(3) the last five official days of the school year as recognized by the State Department of Education,

(4) the last contract day prior to a holiday or vacation period,

(5) the first contract day following a holiday or vacation period,

(6) the last contract day, or

(7) because of severe weather when school is in session.

(8) In combination with deduct days to extend or circumvent 1 through 7 above.

(9) An exception may be granted to attend a college graduation of an employee's child or step child.

F. Non-Accumulative Leave

1. Bereavement Leave
(shall be granted only on the following basis)

A professional employee may use up to three (3) days (not charged to Temporary Leave) on the occasion of a death in the professional employee's immediate family (wife, husband, father, mother, daughter, son, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew or the same relative of the employee's spouse or resident of the professional employee's household). Use of Bereavement Leave in excess of three (3) days shall be charged to accumulated Temporary Leave. Up to five (5) days per occurrence may be used without loss of pay until accumulated Temporary Leave is exhausted.

a. A professional employee may make a written request within the five-day period following the day of leave to the building principal/administrator requesting a maximum of one day of Bereavement Leave not authorized by the preceding definition of immediate family for a special and/or extraordinary occasion of death, provided the professional employee has used all available Temporary Leave.

b. A professional employee may be absent for either a full day or a half day to attend the funeral services of a relative other than those listed above and/or friends, and such leave may be charged to Temporary Leave. In the event a large number of professional employees in a building(s) desire to leave to attend funeral services as stated above, the response to such requests for leave will be determined by the principal, based on the ability to maintain the normal operation of the school's instructional program.

c. A professional employee may be excused, without loss of pay for period of up to four (4) hours to attend funeral services of relatives other than those listed above and/or friends. Such absence will not be charged to any Temporary Leave category, provided the principal determines that no substitute is required.

d. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Division of Human Resource Services within five (5) days of the notification of the principal's/administrator's decision.

2. Leave for Governmental Service

a. Professional employees who are appointed members of official bodies of the State of Kansas which require absence from duty shall request the Superintendent's approval to be absent.

b. If approved by the Superintendent, the difference between the professional employee's salary (on a per diem basis) and any compensation for service in the appointed position will be paid by the District.

c. Request for absence shall be made in advance on the District form. These requests for absence must be approved by the school principal and forwarded to the Division of Human Resource Services for action.

3. Judicial Leave

Professional employees shall be granted leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness. The difference between the professional employee's salary and pay for Judicial Leave will be paid by the district. Written notification must be made to the building principal/administrator prior to Judicial Leave and a written statement of pay received must be submitted at the completion of the leave.

4. Absence Due to Personal Injury - Workers' Compensation

a. Whenever a professional employee is temporarily absent from school due to a personal injury suffered on the job and is temporarily unable to perform the professional employee's duties, and the injury is not the result of the professional employee's own negligence, the professional employee may, at the employee's option, use accumulated sick leave to supplement his/her income beyond the Worker's Compensation payments or award made for temporary disability because of said injury. If the employee selects sick leave to supplement the employee's salary, then the employee will be paid by the District on a daily basis equal to ten percent (10%) of the employee's first $82 on a daily basis of earnings plus eighty-five percent (85%) of the employee's earnings over $82 on a daily basis. The District shall make said payments only during the school year in which the injury occurred, and in no event shall said payments continue beyond a period of 180 consecutive calendar days from the date upon which said injury occurred. The employee's record will be charged sick leave on the basis of the supplemental income paid divided by the employee's daily pay rate, but in no case will the sick leave amount charged exceed 1/2 day per day of absence. There will be no charge to sick leave for the first five (5) scheduled work days of temporary leave.

b. The Board shall have the right to have the professional employee examined by a physician to assist it in determining the length of time during which the professional employee is temporarily unable to perform duties and that the disability is attributable to the injury involved.

c. In the event that a professional employee who was injured during the course of his employment is still disabled by virtue of said injury in the school year following the year in which he was injured, upon written request by the employee, the employee may use accumulated sick leave to make up the difference between his net take-home salary (as determined in subparagraph a. above) and any Worker's Compensation payments or temporary disability awards he is receiving, with accumulated sick leave being charged in 0.5 day increments rounded up.

5. Emergency Leave (shall be granted only on the following basis)

(Emergency Leave days will be deducted from accumulated temporary leave)

a. Up to three (3) days in any one contract year may be used for Emergency Leave. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action. The emergency must contain two elements: First, it must be unforeseen; second, it must require immediate action. An event which is planned ahead or does not require immediate action is not an emergency.

b. Within five (5) days after the emergency, the professional employee shall submit to the building principal/administrator a written statement listing the reasons for the absence and requesting that the absence be approved for emergency leave.

c. When school is in session, severe weather shall not constitute grounds for Emergency Leave.

d. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Division of Human Resource Services within five (5) days of the notification of the principal's/administrator's decision.

6. Association Leave

Delegates to meetings of KNEA, NEA or related Association activities will be named by the President of the Association or the President's representative subject to the consent of the Superintendent, whose consent shall not be unreasonably withheld. If consent is given, the District shall incur no expense for delegates attending such meetings. The District will pay for the cost of substitute teachers up to forty (40) days. The Association will reimburse the District for the cost of substitute teachers for any days granted beyond the forty (40) days. The number of days available to the Association for Association Leave will be determined annually by the Superintendent.

7. Professional Leave

Selected professional employees may be granted leave (other than Association Leave) to attend state, regional, or national educational meetings. Such leave may be initiated by either an employee or the school district. In either case, applicants will be selected at the discretion of the Superintendent, or other authorized administrator after consultation with appropriate persons.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

A. Extended Leaves of Absence

Provision has been made by the Board of Education for absence from duty of professional employees as follows:

Extended Leave
- Health Leave
- Association Business Leave
- Parental Leave
- Military Leave
- Foreign Travel or Teaching - Academic Study
- Personal

All requests for extended leaves of absence will be applied for and those approved shall be granted in writing. Professional employees requesting reassignment upon completion of an extended leave of absence will be assigned to the first available position based upon their professional preparation, experience, and certification.

Part-time professional employees who go on Extended Leave of Absence should not expect to return to a position which would increase their contract time. A part-time professional employee returning from Extended Leave of Absence may be offered a position of greater contract time.

B. Health Leave (extended)

Any professional employee whose personal illness or physical incapacity extends beyond accumulated Sick Leave will be granted leave of absence without pay or increment for the remainder of the contract year. Such leave may be extended for one school year upon application by the professional employee. See also Article VIII, Section E (2).

C. Association Business Leave (extended)

1. Professional employees designated by the recognized employees' organization may, upon request, be granted a leave of absence for up to two years without pay, for the purpose of engaging in activities of local, state, and national affiliates of the Association. Upon return from such a leave, a professional employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position.

2. The president of the NEA-SM may, upon request, be granted a leave of absence for up to four years for the purposes of performing those duties. The district will annually issue an employment contract to the NEA-SM president during the term of the president's service. Such president shall receive Experience Credit as outlined in Article XI (Contracts and Salaries)

C. (Experience Credit), 2. (Present Employees), hereof. During the tenure of the NEA-SM president, the provisions of Article VIII (Temporary Leaves of Absence) hereof shall not apply to said president, including the accumulation of temporary leave and the reporting of absences to the district. The NEA-SM will reimburse the district for all salary and benefits costs associated with the president's compensation. The Association agrees that the NEA-SM president does not serve as an agent of the district during such president's term of service. Accordingly, the Association agrees to indemnify and hold the district harmless for any action of the NEA-SM president during the president's term of service. Upon return from such leave, the NEA-SM president will be assigned to the same position, if available, or, if not, to a substantially equivalent position.

D. Parental Leave (extended)

1. A professional employee may be granted a leave of absence, without pay or increment, for the purpose of prenatal care, or for the purpose of child care, upon the birth of or adoption of a child. In the event that both parents are professional employees of the District, then they must elect which one shall take the leave. Such leave may commence at any time and will extend through the end of the current contract year.

   Exceptions to this policy will be governed by the requirements of the Family and Medical Leave Act.

2. Such leave may be combined with Temporary Leave as follows:

   a. Absence caused by physical incapacity must be charged to Sick Leave under the provisions of Article VIII, Section D, Application for Temporary Leave, and Article VIII, Section E, Accumulative Temporary Leave, Part 2, Sick Leave. Use of accumulated Temporary Leave shall be approved on those dates a physician certifies that professional employee is physically incapacitated and unable to fulfill his/her assignment.

   b. In such case the professional employee may be required to submit periodically, with the Division of Human Resource Services, a physician's statement setting forth the nature of the illness or incapacity and the projected date of possible return.

   c. Use of accumulated Temporary Leave shall cease as of the date on which the physician certifies that the professional employee is physically capable of returning to his/her assignment. The leave of absence, without pay or increment, granted for the purpose of child care shall commence on that date.

3. Upon written application, such leave may be extended for one school year.

E. Military Leave (extended)

1. Leave for military or alternate civilian service, as provided by law or in the regulations of the Selective Service System, will be granted, without pay or increment, to any professional employee who is inducted or enlists in active military or civilian services. This leave shall continue for the duration of the period of actual service and for ninety (90) days immediately following the honorable discharge or separation of the employee.

2. Within ninety (90) days following the honorable discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence to do the kind of work the professional employee was doing at the time leave was granted, or such work as may be available.

3. This leave does not include or guarantee any assignment in addition to, or independent of, the standard assignment or any extra-standard salary allotment therefor.

4. Every possible consideration and preference in assignment shall be accorded to persons returning to the schools from the Armed Services.

5. This leave applies only to persons who enter military service, and does not apply to persons who voluntarily seek employment in war industries or other governmental positions.

6. Professional employees who are members of units of the National Guard or reserve forces of the United States and who are called to serve a mandated tour of duty for training or other service by proper authority pursuant to the laws of the United States or of the State of Kansas, shall be granted a leave of absence not to exceed fifteen (15) days during a contract period. Professional employees called to serve will select those duty options which least interfere with the educational program of the District. The professional employee will be reimbursed by the District to make up any difference between the professional employee's base contract daily rate and the professional employee's military pay during this leave of absence.

F. Foreign Travel or Teaching; Academic Study
(extended leave)

1. Foreign Travel

Leave for Foreign Travel may be granted, without pay, for a period not to exceed one year, to any professional employee who has attained permanent status. Application for leave for Foreign Travel must be made at least thirty days prior to the effective day of the leave and shall commence on the day after the last contract day of a school year and terminate one year from that day. Upon return from such leave, a professional employee will be assigned to the same position, if available; or, if not, to a

substantially equivalent position. These leaves are granted for one year at a time, and a professional employee must request renewal of the leave for an additional year.

2. Foreign Teaching

If the teaching is conducted through a teacher exchange program, an increment will be granted upon return. Leave for service in Foreign Teaching may be granted, without pay, for a period not to exceed two years, to any professional employee who has attained permanent status. Application for leave for Foreign Teaching must be made at least thirty days prior to the effective date of the leave and shall commence on the day after the last contract day of a school year and terminate two years from that day. Upon return from such a leave a professional employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position. These leaves are granted for one year at a time, and a professional employee must request renewal of the leave for an additional year.

3. Academic Study

Leaves for full-time study in a college or university may be granted, without pay or increment, to any professional employee for a period not to exceed one year. Requests for a one-year extension of this leave may be approved upon written application to the Division of Human Resource Services. The request for return to duty by the professional employee must include an official transcript showing evidence of successful completion of nine (9) hours of graduate credit for each semester of academic study.

G. Personal Leave (extended)

After seven (7) consecutive years with the District, and at District discretion, leave for personal reasons may be granted without pay for a period not to exceed one year. Application for personal leave must be made at least thirty (30) days prior to the effective date of the leave. The leave shall commence prior to the first contract day of the school year and terminate on the last contract day of that school year. Upon return from such leave, a professional employee will be assigned to the same position or to a substantially equivalent position when a vacancy occurs.

ARTICLE X

FRINGE BENEFITS PLANS

A. Internal Revenue Code Section 125 Cafeteria Plan

1. The Board of Education shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.

2. Each professional employee may elect to execute a salary reduction agreement with the Board of Education. Contribution under this salary reduction agreement shall be designated by the employee for the purchase of a benefit or benefits from the following District approved plans:

   a. Group Term Life Insurance and Accidental Death and Dismemberment Insurance;

   b. Health and Hospital Insurance will consist of a range of group health insurance plans, preferred provider programs and health maintenance organizations if available and financially feasible. Information relating to premiums and deductibles will be stated at open enrollment as they then exist.

   c. Dental Insurance (provided the required maximum enrollment is met);

   d. Salary Protection Insurance;

   e. Such other lawful components as recommended by the Fringe Benefit Advisory Committee and approved by the Board of Education.

   f. All monies remaining in dependent care and medical reimbursement funds at the end of the plan year shall, to the extent permitted by law, be divided equally among the dependent care and medical reimbursement participants. Such payment shall not exceed the cost of administrative fees.

g. Cash Option - Current professional employees who were hired prior to 1990-91 may continue to receive the annual sum of Twelve Hundred Dollars ($1200) as a cash option in lieu of such professional employee accepting the Board's contribution toward the cost of health insurance. Employees who have retained their right to participate in the cash option pay may select any District offered health insurance plan under the Section 125 Cafeteria Plan. Employees on approved leave shall not lose eligibility by virtue of such leave. Any professional employee who continues to receive such cash option shall be ineligible for the Board contribution to health insurance. Any professional employee who now elects or has previously elected to receive said Board contribution shall be ineligible for the cash option. An election to discontinue the cash option must be made on or before August 1 of each year, and shall thereafter be irrevocable.

3. Professional employees wishing to participate in the Section 125 Cafeteria Plan offered to professional employees shall complete a "Salary Reduction Agreement and Benefit Election" form approved by the Board of Education and submit it to the Payroll Office on or before August 26th of each year. The Salary Reduction Agreement and Benefit Election form shall be provided by the Board of Education but it shall be solely the professional employee's responsibility to complete the form and submit it to the Payroll Office on or before the prescribed date. Each professional employee agrees to hold the District harmless from any failure on his/her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election shall be irrevocable (except as specifically allowed by Internal Revenue Service Regulations) for that particular contract year. Any lawful changes must be requested for each subsequent contract year on or before August 26th.

4. It is agreed that professional employees shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended, in administering and maintaining the Section 125 Cafeteria Plan. The Board of Education reserves the right to draft and implement all necessary documentation in regard to the Section 125 Cafeteria Plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to terminate the Plan if it is found to be unlawful under any applicable law.

5. The Board of Education may withhold such amounts of a professional employee's compensation hereunder as may be necessary, in the opinion of the Board, to comply with state and federal laws; i.e., social security and retirement.

6. The selection of the carrier or carriers for each of the offered benefits shall ultimately rest with the Board of Education but all screening and recommendations shall be made on an annual basis by a Benefit Committee which shall include at least three (3) members selected by the Association and the NEA-SM Executive Director.

B. Board Contribution to Health Insurance

1. If a professional employee wishes to select employee health and hospital insurance coverage available to District employees, the Board will pay the cost of the single premium for that professional employee's coverage up to a maximum of Three Hundred Twenty-five Dollars ($325.00) per month.

2. A professional employee who is under contract for five-tenths (5/10ths) time or more may select health and hospital insurance available to District employees at a prorated amount paid by the Board, which proration shall be based on the percentage of full time work by the employee.

3. The sum paid by the Board for the health and hospital insurance premium shall be for the purchase of coverage of the individual professional employee only. In no event shall the Board pay for dependent or family coverage of any professional employee. Professional employees are eligible to purchase dependent health and hospital insurance coverage under the Section 125 Cafeteria Plan.

4. In the event two married professional employees are employed by the Board of Education, the Board payment to each of the two professional employees can be pooled but shall be limited to, and not exceed, the two person monthly premiums for the insurance programs selected and in no event shall the payment exceed Six Hundred Fifty Dollars ($650.00).

C. Retirees

Professional employees who have attained full KPERS retirement benefits by the end of the current school year are eligible to participate in the District health plan (as from time to time amended) contingent upon all of the following requirements:

1. The employee is retired and receiving benefits under the Kansas Public Employees Retirement System (KPERS) on or after October 1, 1993, and:

   a. has completed a minimum of 10 years service;

   b. is enrolled in the District plan on his or her retirement date.

2. The employee must make timely payment of all premiums.

3. Eligibility for participation shall cease at any time the employee becomes Medicaid or Medicare eligible; or the employee becomes covered under some other employer-sponsored medical plan; or the employee discontinues participation in the medical plan including default of medical payments.

D. Tax-Sheltered Annuity Program for All Professional Employees

1. A non-transferable, tax-sheltered annuity program is available to all professional employees of the District. Insurance and annuity companies that wish to enter into annuity agreements with professional employees of the Shawnee Mission Unified School District No. 512 must properly complete an "Annuity Purchase Contract" which has been approved by the Shawnee Mission USD No. 512 Board of Education and show evidence that twenty (20) or more professional employees wish to enter into an annuity agreement with said company. Furthermore, said insurance and annuity companies must maintain at least an enrollment of ten (10) professional employees to continue participating in the Shawnee Mission Board of Education annuity program.

2. The contributions for such a plan shall be made solely by the employee under a salary reduction plan. The selection of the carrier or carriers shall ultimately rest with the Board. However, employees may continue with any company presently approved by the District (as of May 1, 1982) with such contributions for so long as such company adheres to the prior requirements of the District. To the extent permitted by law, any employee may roll-over his/her existent account to those companies which will annually be selected by the Board. Once done, however, the employee shall not be permitted to switch the funds to the former company unless such company is one that has been selected by the Board.

3. Employees new to the District must utilize those companies which have been approved by the Board, but such employees, when permitted to do so under the law, may be allowed to roll-over any funds which were in a tax-sheltered annuity plan of a former employer.

4. Approved companies must enter into form agreements developed by the District.

5. Professional employees who wish to enter into annuity agreements with approved companies must properly complete a "Compensation Reduction Agreement" which has been approved by the Board of Education.

6. Professional employees wishing to participate shall complete all forms necessary to implement the contribution or deduction. Such forms must be completed and received by the Payroll Office on or before the 15th day of the month prior to the month of actual deduction or contribution. No

changes will be allowed for the summer months (June, July and August) after May 15. The District will not make a September deduction or contribution on behalf of a new employee or an employee wishing to make a change unless all of the aforementioned forms are received by the Payroll Office on or before the last work day in August.

7. The Board of Education may withhold such amounts of a professional employee's compensation hereunder as may be necessary, in the opinion of the Board, to comply with state and federal laws; i.e., social security and retirement.

E. Protection of Professional Employee Property

1. The Board will reimburse the professional employee for damage or loss of personal property, up to an amount not to exceed $200, when such loss or damage of personal property arises out of and in the course of the professional employee's employment under the following circumstances:

   a. The property was brought to school to be used as an adjunct to instructional activities, with prior approval of the principal.

   b. Such coverage shall not apply if the negligence of the professional employee contributes to the damage or loss.

   c. Any payment by the Board shall not be construed as an admission of responsibility or liability by the Board, its agents, servants, or employees.

   d. Requests for reimbursement shall be made to the area associate superintendent in the area in which the incident occurred. The applicant will be notified as soon as decision has been made.

2. The Board may reimburse any professional employee for clothing or other personal property damaged, destroyed or stolen as a result of violence, assault, or battery sustained in the course of employment while on District property, not to exceed $300 for each incident. This section shall not be construed to be an admission of liability on the part of the District. Request for reimbursement shall be made to the associate superintendent in the area in which the incident occurred, whose determination of whether the particular circumstances involved justify any assistance from the Board, shall be final.

ARTICLE XI

CONTRACTS AND SALARIES

A. General Requirements

1. All questions relating to contract interpretation shall be submitted in written form to the Division of Human Resource Services.

2. All contract staff members are required to be on duty for orientation and planning during the contract days preceding the opening of school.

3. Applicants who are employed must submit an official transcript of all college credit, a valid Kansas certificate, license or certificate of registration, and written evidence of having fulfilled physical examination requirements as prescribed by the State of Kansas before any salaries can be paid.

B. Professional Employee's Compensation - Definition

1. Each professional employee employed by the Board shall be compensated for the professional services rendered during the professional days for the term of the contract year. This compensation shall be termed salary and the amount of such salary the professional employee receives shall be determined by placement on the appropriate salary schedule.

2. Professional employees who return to employment in the District following an extended leave of absence or who have been transferred to a different school assignment prior to the beginning of a contract year will work the same number of contract days as the members of the regular staff.

C. Experience Credit

1. New Employees

a. None of these provisions, unless expressly stated otherwise, shall have any application to professional employees currently under contract with the District.

b. Normally, a newly hired professional employee shall be given up to nine years credit on the salary schedule for prior experience as a professional employee if such experience is approved by the District, or for professional employees who have experience in an accredited school and/or agency experience in their field of expertise. A newly hired professional employee with part-time experience in accredited schools outside the Shawnee Mission District will receive credit for his/her aggregate total of experience rounded up or down to the nearest full step. Former and current professional employees of Shawnee Mission will receive full credit for their part-time experience in Shawnee Mission. A professional employee with nine full years of

approved experience credit as a professional employee shall be placed on the tenth step of the salary schedule. The amount of previous credit thus granted shall be determined at the time of initial employment and shall not be subject to review or change thereafter; provided, however, during the first contract year of employment, the professional employee may appeal the initial placement to the Human Resource Services Division.

c. As an exception to the normal rule as above set forth, the District shall grant and approve all Unified School District 512 experience to those new hires who have previously been under contract with the District; provided, however, such an employee will not receive credit for any experience outside the District if the person has nine or more years of experience with Unified School District 512. The limitation for review shall be the same as set forth in paragraph (b) above.

d. Professional employees employed for one full semester of the school year in Unified School District 512 shall be credited for one year of experience on the salary schedule. One full semester of teaching experience obtained in each of two different years or school systems shall be combined and count as one year of experience on the salary schedule.

e. In order to fill critical needs or market demands, the superintendent shall have the authority to place a new hire on any level of the salary schedule. This determination will be made at the initial time of employment.

f. All accredited experience must be verified, and the professional employee's contract will be adjusted accordingly in the initial school year of employment.

g. At the discretion of the superintendent, the district may provide a one-time cash signing incentive to a job candidate.

The criteria to determine use will be when few or no applicants are available that meet district standards.

2. Present Employees

Each professional employee currently employed by the District is entitled to one higher step on the salary schedule, for each year of continuous teaching experience under contract with the District; provided, however, there will be no step increase granted for the 1999-2000 contract year.

D. Additional Work Time

1. In addition to the basic schedule, professional employees shall be compensated for daily assignments that extend beyond the classroom schedule. Training and work programs in excess of the regular school year, to which staff members are assigned annually, shall be made a part of the individual's regular contract.

2. Should the District elect to hire professional employees on an hourly basis to teach summer school, homebound, or alternate education programs, such hourly rate will be compensated at $18.69 per hour. The hourly rate for intramurals will be $10.23 per hour, provided the professional employee is not under a regular teacher's contract to perform these duties. Other hourly pay which may be authorized for additional work time shall be at the rate of $15.49 per hour. Effective January 1, 1999, the hourly rates will be $19.25 for teaching summer school, homebound, or alternate education programs; $10.54 for intramurals; and $15.95 for other hourly pay which may be authorized for additional work time.

3. Professional employees who are paid for mileage in conjunction with their employment shall be compensated at no less than the current rate paid to employees of the State of Kansas.

4. Elementary classroom teachers who are assigned combination grade level classes will be paid an additional sum of $1,000 per year.

E. School Day Defined

The basic salary schedule includes all staff assignments occurring within a school day which shall be defined as an eight (8) hour day on the secondary level and seven (7) hours, forty (40) minutes on the elementary level. Early dismissal of classes shall have no impact on the required attendance hours of professional employees except that the vacation periods of Thanksgiving Break, Winter Break, and Spring Break shall begin 30 minutes after dismissal of students on the last day prior to the vacation. This includes the schedule of study halls and clubs during the activity period, lunchroom supervision, and supervision of the eighth hours on schedule.

Extra pay for extra assignments is not applicable unless the assignments are regular assignments over and above the normal assignment. The regular schedule may be altered by mutual agreement between a professional employee and the building principal, with the concurrence of the appropriate district supervisor, to permit the performance of extra-curricular activities.

F. Change of Status (*TRANSCRIPTS)*

1. Any professional employee in the Unified School District 512 who changes from one qualification group to another through additional academic training during the period of service in the Unified School District 512 is entitled thereafter to the advantages provided in the schedule for the advanced qualification group.

2. Salary adjustment for increased training is made once each year. The change in status of a professional employee on the salary schedule shall be determined on the basis of an official transcript submitted to the Division of Human Resource Services. To qualify for a change in status, the hours or degree must be completed prior to September 7. By September 15, the professional employee must submit to the Division of Human Resource Services, either an official transcript or written evidence that transcripts could not be obtained prior to September 15. Status change for the year on the basis of delayed transcripts will be made only for professional employees who provide transcripts not later than February 15. Upon receipt of the official transcript, a change of contract will be prepared by the Division of Human Resource Services.

3. Credit for advanced placement on the salary schedule shall be granted to professional employees who have earned additional hours or advanced degrees (Master's or Doctorate) in their major or minor teaching field, or educational career plan, from an accredited college or university.

4. In no event will a professional employee receive credit on the schedule for hours taken concurrent with the hours (or other requirements, except orals) necessary to qualify for a degree. (The current column position of a professional employee will not be altered, notwithstanding the fact that such an employee may have attained that position by the use of credits no longer recognized; and professional growth credits earned prior to July 1, 1979, will be honored in accordance with the applicable provisions of the 1978-79 Agreement. No further advancement on a column will be hereafter granted on the basis of professional growth units unless such units were earned prior to July 1, 1979.).

5. The term “credit hours” shall be interpreted as semester credit hours for the purpose of movement on the salary schedule.

G. Termination Payment

1. In the event that service of any professional employee is terminated by reasons of death, resignation, or other cause; or if there are any irregularities of service during the contract period, the amount of salary due in full shall be based on actual days of service performed as compared to the total number of days required to be performed under contract.

2. Professional employees who retire due to age or who resign, shall be paid in full at the time of retirement or resignation. The estate of professional employees who die during their term of service shall be paid in full for the services of that professional employee up to the time of death.

H. Payment of Salaries

1. Full-time, regular contract, certified employees shall be paid for services rendered on a twelve-month basis, payable the 20th day of the month. When the 20th day of the month is on a Saturday or a Sunday, or falls within non-working days during the school year, the checks will be distributed the last working day preceding the 20th day of the month. This salary shall be based on the school year including teaching days and non-teaching professional days.

2. Exceptions shall not apply if the receipt of a salary payment would constitute payment in advance for services yet to be performed.

3. If a professional employee goes on leave of absence, retires, resigns, or is terminated for any cause before serving the full school year, the professional employee's salary shall be adjusted and paid on the basis of the relationship between the number of contract days worked and the total number of days in the contract year.

4. An exception to the regular receipt of salaries shall be that a professional employee may elect to receive any remaining installments due at that time the professional employee receives the tenth monthly installment as provided by K.S.A. 74-4940.

ARTICLE XII

PROFESSIONAL EMPLOYEE WORK SCHEDULE

A. Professional Employee Schedule

1. Professional employees on the secondary level will be required to maintain an eight (8) hours per day work schedule. Professional employees on the elementary level will be required to maintain a seven (7) hour, forty (40) minutes per day work schedule. The Superintendent shall annually establish the beginning and ending class schedules in each school in the

district. The Superintendent will likewise establish periods of time for each school before and after the class schedule during which professional employees must be on duty. During such times, the principals may require such professional employees to place themselves in designated areas for the purpose of supervising the coming and going of students. If not specifically assigned to an area for such purpose, these periods may be used for planning, preparing, and evaluating instructional activities. The Superintendent or designee may assign a different schedule as required by the educational programs of the District. Additionally, the schedule may be mutually modified by Article XI, Section F.

2. Middle School Schedules

   All full-time middle school teachers will be scheduled for no more than six teaching periods. Additional teaching periods may be assigned with the professional employee's consent.

   Special education teachers' schedules will be established by the principal in consultation with the teacher and consideration of student and teacher needs.

3. The Superintendent is authorized to approve applications for early dismissal for approved graduate study. This early dismissal time shall be limited to thirty (30) minutes after the class schedule. In the event early dismissal is granted, the time shall be made up as agreed between the professional employee and the school principal. If the professional employee does not make up the time as agreed, then the professional employee's salary shall be prorated. During a semester the professional employee shall not enroll for more than six (6) semester hours of credit that require early dismissal.

B. Staff Meetings

It is desirable that frequent staff and departmental meetings be held so that professional employees may assist in planning, improving, and carrying forward the instructional program authorized by the Board of Education. In order to promote satisfactory results, the following procedures should be observed:

1. All meetings during school hours shall be scheduled with the school principal.

2. Meetings in school buildings before and after school hours and after 6:00 p.m. must be scheduled through the Office of Facilities Use.

3. School staff meetings, if needed, shall be scheduled on Tuesdays, if possible, at an hour designated by the school principal. Such staff meetings should normally last no longer than forty-five (45) minutes after the school day. After-school meetings on school days may be scheduled by the Administration. Part-time professional employees shall not be required

to attend staff meetings when their contract hours do not correspond to staff meeting times.

4. The principal may require as many as four (4) meetings (pro-rata for part-time professional employees) which include, but are not limited to: Back-to-School night, Open House, P.T.A. or P.T.C. meetings, graduation, or other meetings as the principal determines necessary to the educational program. One (1) additional meeting may be called for the purpose of parent conferences. Professional employees assigned to four (4) or more elementary buildings will be paid the sum of $25.00 for each required meeting in excess of four meetings; provided, however, this shall not be construed to prevent situations in which, by mutual agreement, such professional employee may receive compensatory time in lieu of the $25.00 payment. In no event will a professional employee assigned to four (4) or more elementary buildings be required to attend more than a total of eight (8) elementary meetings.

C. <u>The Professional Day</u>

1. Each professional employee shall have the professional responsibility to:

   a. Spend the time necessary for complete and adequate preparation for carrying out individual responsibilities to their students and necessary administrative work related to the professional employee's assignment;

   b. Participate in individual conferences between professional employee and administrator and attend staff conferences;

   c. Participate in student and parent conferences; such conferences should be scheduled so as not to interfere with the ongoing instructional program.

2. Duty Free Lunch

   All professional employees shall have an uninterrupted lunch period free of assigned responsibility for a period of at least twenty-five (25) minutes duration. The principal shall arrange scheduling so that the professional employee is free the required time.

3. Professional employees assigned full-time to a secondary school (7-12) will have at least one period each day for the purpose of planning, preparation and evaluation of instructional activities. Professional employees assigned full-time teaching responsibilities in elementary schools (1-6), including librarians will have at least two-hundred thirty (230) minutes per week, excluding recess, for the purpose of planning, preparation, and evaluation of instructional activities.

If a professional employee is assigned to cover another professional employee's classroom, and the assignment results in a loss of that individual's contractual right to plan time, as provided above, such coverage will be compensated at $20 per hour.

Secondary schools may elect to utilize a block schedule approved by the Superintendent and then by an affirmative vote of a majority of the professional employees within the building. If a block schedule is elected, there will be a minimum of 90 minutes every other day for planning, preparation and evaluation of instructional activities, and a 40 minute duty-free lunch (or any other schedule which meets the current planning time and duty-free lunch standards). The initial election must be made prior to January 1st of the year preceding implementation.

The election will be by secret ballot and counted by the principal and NEA building representative.

Special education teachers' schedules will be established by the principal in consultation with the teacher and consideration of student and teacher needs.

4. If a professional employee in the secondary schools (7-12) is assigned to four (4) or more different subject-matter preparations, then that professional employee may be assigned to no more than five (5) teaching periods daily without mutual agreement of professional employee and principal. This provision shall not apply to special education teachers. Subject matter preparations and teaching periods for special education teachers will be established by the principal after consultation with teachers and consideration of students and teacher needs.

5. Examination for Contagious Conditions

   No professional employee, except nurses, shall be required to examine students for contagious conditions.

6. Cafeteria Supervision

A professional employee's regular assignment shall include cafeteria supervision only with the professional employee's consent.

D. The Professional Year

1. The work year of professional employees shall be determined by the terms and conditions of professional employee's individual contracts based upon the official school calendar.

   It is the intent of the parties that the calendar will be set one year in advance.

   All days designated as teacher workdays are to be used at the discretion of the professional employee for activities related to instructional purposes.

   The Friday before spring break is an early release day for professional employees K-12.

2. Professional employees shall be paid additional compensation on the basis of contract extension in the form of an initial contract or by addendum. Such payment shall be on the basis of the professional employee's daily rate of base pay multiplied by the number of additional days worked. (Counselors will receive contract addendums for eighteen (18) additional days.)

3. The calendar shall contain 192 days: Three (3) days shall be designated as orientation days for professional employees newly employed by the District; 189 days to be designated as either inservice or student contact days. The days to be allocated to either student contact days or inservice will be designated annually by the Board of Education when the calendar is developed. Two (2) of the 189 days are specifically scheduled to compensate for those school days when schools of the District may be closed due to hazardous driving conditions. In the event no such closing is necessary, or if it becomes necessary to close schools for one day, the extra days(s) will be canceled prior to the expiration of the school year.

4. Preparation of orientation and/or inservice shall be voluntary except where such is a part of contractual duties.

5. Professional employees who are asked to prepare programs for orientation shall be informed of the amount of time expected of them for preparation before their acceptance of the assignments.

6. Professional employees on supplemental pay assignments shall not be required to perform duties during Labor Day, Thanksgiving Vacation, Winter Vacation, Spring Vacation, or the vacation that includes Easter or Memorial

Day unless the notice of duty clearly stated such a requirement when it was assigned. However, in the event a previously assigned activity must be rescheduled on one of the aforementioned vacation days, the professional employee will be required to perform the assignment. Such vacation periods shall begin thirty (30) minutes after dismissal of students on the last day of regular classes.

E. Tutoring and Private Instruction

Compensation other than the salary paid by the School District shall not be accepted for instruction given in any school building during the school day. Compensation for private instruction given at the school at other hours must be approved by the Superintendent of Schools. This policy does not apply to instruction given in the home of a pupil or a professional employee after school hours. (Professional employees should not accept payment for tutoring their own pupils.)

F. Academic Freedom

1. Academic freedom is the right of the professional employee and the learner to explore, present and discuss divergent points of view in the quest for knowledge and truth. Since only those who are free to learn can learn to be free and because the freedom to learn is dependent upon the freedom to teach, academic freedom shall be guaranteed to professional employees. A classroom atmosphere shall be encouraged which permits students and professional employees to study questions dealing with critical issues, included within the scope and sequence of the subject matter, the grade placement, maturity and level of comprehension of the students involved. Such questions and issues shall be consistent with the defined and outlined curricular programs approved by the Board of Education.

2. Professional employees shall select materials for classroom use which they deem to be appropriate to the grade level, content, and objectives of the subject matter taught, provided that such materials and methods of selection are in accordance with such policies, curricular programs, and curricular guidelines as are or may be established by the Board of Education.

3. Professional employees shall have the responsibility to teach the concepts, heritage, and traditions of a free and democratic society. They shall strive to instill in students the values of the local community as expressed in the objectives, philosophy, and curricular programs of the District as approved by the Board of Education.

G. Job Sharing

Professional employees who wish to share a full time position will submit a proposal as per the guidelines established by NEA-SM and the district. Neither the determination of whether a job share request is granted nor its

implementation shall be subject to the grievance procedure, but are subject to the complaint process as outlined in board policy.

ARTICLE XIII

WAIVER AND SCOPE CLAUSE

A. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

B. The individual professional employee contract, with the exception of any supplemental contract of employment (K.S.A. 72-5412a) thereto, between the Board and an individual professional employee, shall be subject to and made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore each agrees that the other will not be obligated to negotiate on any items whether contained herein or not, during the life of this Agreement except as provided by this Agreement.

ARTICLE XIV

SAVINGS CLAUSE

If any Article, Section, or Clause of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the same shall be automatically deleted from this Agreement to the extent that it violates the law. Such invalidity or restraint will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are severable.

ARTICLE XV

DURATION CLAUSE

A. This Agreement shall govern the rights of the Board and the Association from July 1, 2003, through June 30, 2004. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. This Agreement shall be printed and a copy made available to every professional employee with the expense shared equally by both parties.

This Agreement is signed this _____ of May 2003.

For the Association:	For the Board:
_____	_____
President	President
_____	_____
Chief Spokesperson	Clerk

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512
2003-2004 TEACHER SALARY SCHEDULE

STEP	BS	BS+10	BS+20	MS	MS+15	MS+30	MS+45	MS+60	DOC
1 - 3	31,777	32,500	33,226	36,941	38,004	39,093	40,267	41,412	43,340
4	32,500	33,255	34,011	37,834	38,897	40,071	41,243	42,442	44,369
5	33,255	34,037	34,792	38,761	39,820	41,018	42,220	43,477	45,405
6	34,037	34,821	35,628	39,739	40,768	42,027	43,280	44,537	46,465
7	34,821	35,628	36,494	40,707	41,772	43,058	44,343	45,655	47,583
8	35,628	36,468	37,306	41,747	42,807	44,118	45,430	46,773	48,698
9		37,330	38,201	42,807	43,840	45,207	46,548	47,971	49,901
10		38,226	39,093	43,896	44,927	46,325	47,722	49,174	51,100
11			40,071	44,981	46,043	47,497	48,922	50,374	52,329
12			41,018	46,160	47,188	48,698	50,152	51,660	53,587
13				47,303	48,362	49,901	51,380	52,973	54,897
14					49,594	51,184	52,749	54,307	56,267
15						52,497	54,085	55,737	57,662
16							55,488	57,185	59,114
17								58,644	60,594
18									
19									
20									
21									
22			41,995	48,475	50,848	53,837	56,910	60,121	62,103
23									
24									
25									
26			42,973	49,647	52,107	55,176	58,334	61,600	63,609

NOTE:
1) Full-time teachers are eligible for up to a $325/month premium reduction for a District approved employee-only group health insurance plan of the employee's choice.
2) The premium reduction for part-time teachers is pro-rated.
3) New hires without previous experience will be hired at step 3.
4) New Hires with previous experience will be placed on the schedule pursuant to Article XIC.

Supplemental Pay Schedule – 2003-2004

HIGH SCHOOL SUPPLEMENTAL PAY POSITIONS:

Group I: $5,289	**Group I A:**	**Group II: $3,994**	
Football	(75% of Group I)	Baseball	Girls Gymnastics
Track	Boys Basketball J.V.	Soccer	Choral
Boys Basketball	Girls Basketball J.V.	Softball	Marching Band
Girls Basketball	Football Assistant	Swimming	Drill/Dance (11-12)
Cheerleader Sponsors		Yearbook	Drill/Dance (9-10) (50% of Group II)
Wrestling		Orchestra	

Group III: $3,488		**Group IV: $2,908**
Cross Country	Forensics	Golf
Debate	Journalism	Tennis
Drama	Musical Theater	DECA Advisor
Volleyball	Pep Band/Jazz Ensemble	Concert Band

Assistant Coaches & Sponsors will receive 60% of the above groupings.

Baseball	Football	Softball	Volleyball	Band	Drama
Basketball	Gymnastics	Swimming	Wrestling	Forensics	
Cross Country	Soccer	Track	Cheerleading	Musical Theater	

Athletic Director	**$3,174**	Intervention Team	**$672**
NJROTC Teacher	**$4,561**	NJROTC Coordinator	**$1,613**

Textbook Coordinator: $3,174
Debate Trip Supervisor: Per trip stipend**
Division Coordinator - 20+ FTE teachers in Division: **$3,174**
10+ FTE teachers in Division: **$2,723**
Less than 10 FTE teachers in Division: **$2,272**
Pep Club Sponsor: $2,908
Student Council Sponsor: $2,908
Literary Magazine: $1,204
High School Counseling Department Coordinator: $1,989
Positions for Supervising, Chaperoning, Ticket-taking, etc.: $1,204 per position

MIDDLE SCHOOL SUPPLEMENTAL PAY POSITIONS:

Intramural Coordinator: $3,285
Drug Free Club: $672
***Orchestra, Choral & Band Directors: $548**
Middle School Textbook Coordinator $1,580
Positions for Sponsoring, Supervising, Chaperoning, etc.: $1,204 per position.

ELEMENTARY SUPPLEMENTAL PAY POSITIONS:

Student Council	**$817**
Lead Teacher	**$817**
Safety Patrol	**$817**
AV Representative	**$817**
Curriculum Rep.	**$817**
Math Club	**$817**
Science Club	**$817**

Drug Free Club **$672**
Wildwood Stipend: **$240** per overnight stay with a maximum of 2 nights paid.

DISTRICT-WIDE SUPPLEMENTAL PAY POSITIONS:

Mathletics Coach	**$1,204**	Resource Teacher (K-12)		**$1,204**
		System Operators (K-8):		
Crosstrails Facilitator	**$2,272**	Enrollment:	0-300	**$1,605**
Elementary Counseling Coordinator	**$3,081**		301-500	**$1,926**
Lead Social Worker	**$1,345**		501-700	**$2,515**
P. E. Coordinator	**$3,081**		701 +	**$3,102**

Night Music - Itinerant Music Teacher receives **$82** per building.
The number of supplemental pay positions shall remain always at the discretion of the District.
Debate Trip Stipend: **$48 Friday afternoon after school; **$90** Saturday; **$137** Friday & Saturday without overnight; **$182** Friday & Saturday with overnight.
***If the same person is assigned to band & orchestra leader in a school, only 1 stipend of **$638** is paid.

SHAWNEE MISSION SCHOOL DISTRICT NO. 512
2003-2004 NON-DEGREE PROFESSIONAL EMPLOYEES
SALARY SCHEDULE

STEP	ND	ND+30	ND +60	ND+90	ND+120
1 - 3	29,421	29,986	31,068	32,145	32,713
4	30,142	30,709	31,812	32,940	33,510
5	30,859	31,427	32,585	33,740	34,328
6	31,607	32,198	33,406	34,585	35,181
7	32,379	32,994	34,227	35,434	36,052
8	33,170	33,804	35,074	36,319	36,955

NOTE:
1) Full-time teachers are eligible for up to a $325/month premium reduction for a district approved employee-only group health insurance plan of the employee's choice.
2) The premium reduction for part-time teachers is pro-rated.
3) New hires without previous experience will be hired at step 3.
4) New hires with previous experience will be placed on the schedule pursuant to Article XIC.

Longevity Pay Schedule

To recognize the past and future contribution made by the long-term professional employee to the district, a professional employee will be provided a Longevity Bonus. This bonus will be provided the year the professional employee reaches the step and will be paid in one lump sum at the end of that year.

The bonus will be:

$250 after 25 years of employment

$300 after 30 years of employment

$350 after 35 years of employment

$400 after 40 years of employment

$500 after 45 years of employment

Years of service will be determined by the current hire date of the professional employee. Service must be continuous. The years of service will be calculated by subtracting the current hire date from the current year. If a professional employee was on an approved leave of absence, this time will be considered and counted towards the years of service.

Shawnee Mission Unified School District No. 512

McEachen Administrative Center, 7235 Antioch, Shawnee Mission, Kansas 66204
www.smsd.org 913-993-6200

2003-2004 School Calendar

JULY 2003

S	M	T	W	T	F	S
		1	2	3	(4*)	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2003

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2003

S	M	T	W	T	F	S
	(1*)	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	(27*28*)		29
30						

DECEMBER 2003

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	(25* 26*)		27
28	29	30	31			

192 Workdays for New Tchrs
189 Workdays for Returning Tchrs

AUGUST

New Teachers Report ..... August 8
Continuing Teachers Report..... August 13
Teacher In-service ..... August 14-15
Classes begin-Grades 1-12..... August 18
Early Dismissal-Grades 1-6..... August 18-19
Kindergarten Conferences..... August 18-19
First Day for Kindergarten..... August 20

SEPTEMBER

Labor Day Holiday ..... September 1
Early Dismissal K-12, Teacher Workday ..... September 25

OCTOBER

Night Conferences 9-12.....October 2
Conferences 9-12, NO School.....October 3
Conferences K-8, NO School .....October 2-3
School Improvement Day, NO School K-12 .....October 6
End of 1st Quarter, NO School K-6, 9-12 .....October 17

NOVEMBER

End of Trimester, NO School 7-8 ..... November 7
Thanksgiving Break, NO School K-12.....November 26-28

DECEMBER

Semester Exams, Early Dismissal, 9-12 .....December 17-19
End of Semester, NO School K-8.....December 19
Winter Break, NO School .....December 22-31

JANUARY

Winter Break, NO School .....January 1-2
Martin Luther King, Jr. Day, NO School K-12.....January 19
Conferences, NO School 7-8.....January 20

FEBRUARY

Presidents' Day, NO School K-12 ..... February 16
Conferences, NO School 9-12..... February 20
End of Trimester, NO School 7-8 ..... February 20

MARCH

End of 3rd Quarter, Early Dismissal 7-12; NO School K-6
(Teacher Early Release) .....March 12
Spring Break..... March 15-19
School Improvement Day, NO School K-12 .....March 22

APRIL

Conferences, NO School K-8 ..... April 2
Early Dismissal K-12, Teacher Workday ..... April 22

MAY

Final Exams, Early Dismissal 9-11 .....May 27-28
Memorial Day Holiday.....May 31

JUNE

Final Exams, Early Dismissal 9-11 .....June 1
Last Day, Early Dismissal 1-11.....June 1
Last Day for Teachers.....June 2

Where Learning is a Tradition

JANUARY 2004

S	M	T	W	T	F	S
				(1*	2*)	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	(19*	)20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	(16*)	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2004

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	(31*)					

JUNE 2004

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

# of Student Days per Quarter:
1st Qtr 41, 2nd Qtr 42,
3rd Qtr 47, 4th Qtr 50 – **TOTAL 180**

2003-04Calendar+2.doc **Legend:** **= Beginning/Ending Dates** **School NOT in Session** **(_) Offices/Schools Closed** Adopted 5/7/03
Includes **2** Snow Days *** Holiday (+ Extension)** **End of Quarter/Trimester/Semester**

The Board of Education reserves the right to change the school calendar to respond to emergencies or other unforeseen circumstances that affect the educational program or students' welfare. Two inclement weather days are built into the calendar. If these days are not needed, the ending dates for students and teachers will be adjusted.

Shawnee Mission Unified School District No. 512

McEachen Administrative Center, 7235 Antioch, Shawnee Mission, Kansas 66204
www.smsd.org 913-993-6200

2004-2005 School Calendar

JULY 2004

S	M	T	W	T	F	S
				1	2	3
(4*	5)	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2004

S	M	T	W	T	F	S
			1	2	3	4
5	(6*)	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2004

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	(25*26*)		27
28	29	30				

DECEMBER 2004

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	(24*25*)	
26	27	28	29	30	(31*)	

192 Workdays for New Tchrs
189 Workdays for Returning Tchrs

AUGUST

New Teachers Report ..... August 6
Continuing Teachers Report ..... August 11
Teacher In-service ..... August 12-13
Classes begin-Grades 1-12 ..... August 16
Early Dismissal-Grades 1-6 ..... August 16-17
Kindergarten Conferences ..... August 16-17
First Day for Kindergarten ..... August 18

SEPTEMBER

Labor Day Holiday ..... September 6
Early Dismissal K-12, Teacher Workday ..... September 23
Night Conferences 9-12 ..... September 30
Conferences K-8, NO School ..... September 30

OCTOBER

Conferences K-8, NO School ..... October 1
Conferences 9-12, NO School ..... October 1
School Improvement Day, NO School K-12 ..... October 4
End of 1st Quarter, NO School K-12 ..... October 15

NOVEMBER

Thanksgiving Break, NO School K-12 ..... November 24-26

DECEMBER

Semester Exams, Early Dismissal, 9-12 ..... December 15-17
End of Semester, NO School K-8 ..... December 17
Winter Break, NO School ..... December 20-31

JANUARY

Martin Luther King, Jr. Day, NO School K-12 ..... January 17

FEBRUARY

Conferences, NO School 7-12 ..... February 18
Presidents' Day, NO School K-12 ..... February 21

MARCH

End of 3rd Quarter, Early Dismissal 9-12; NO School K-8
(Teacher Early Release) ..... March 11
Spring Break ..... March 14-18
School Improvement Day, NO School K-12 ..... March 21

APRIL

Conferences, NO School K-8 ..... April 1
Early Dismissal K-12, Teacher Workday ..... April 28

MAY

Final Exams, Early Dismissal 9-11 ..... May 26-27
Memorial Day Holiday ..... May 30
Final Exams, Early Dismissal 9-11 ..... May 31
Last Day, Early Dismissal 1-11 ..... May 31

JUNE

Last Day for Teachers ..... June 1

Where Learning is a Tradition

JANUARY 2005

S	M	T	W	T	F	S
						(1*)
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	(17*)	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2005

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21*)	22	23	24	25	26
27	28					

MARCH 2005

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2005

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2005

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	(30*)	31				

JUNE 2005

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

# of Student Days per Quarter:
1st Qtr 41, 2nd Qtr 42,
3rd Qtr 47, 4th Qtr 50 – **TOTAL 180**

2003-04Calendar+2.doc
Includes **2** Snow Days

Legend: **= Beginning/Ending Dates** *** Holiday (+ Extension)** **School NOT in Session** **(_) Offices/Schools Closed** **End of Quarter/Trimester/Semester**

Adopted 5/7/03

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